

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
Baltimore Division

IN RE:

CYDNEY C. PIESTO

Case No. 16-19813-JFS  
(Chapter 13)

Debtor(s)

WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD.  
MAC# D3347-014  
FT. MILL, SC 29715

Movant

v.

CYDNEY C. PIESTO  
412 SAMANTHAS COURT  
REISTERSTOWN, MD 21136  
(Debtor)

DARRYL PIESTO  
412 SAMANTHAS COURT  
REISTERSTOWN, MD 21136  
(Co-Debtor)

ROBERT S. THOMAS, II,  
300 E. JOPPA ROAD  
SUITE 409  
TOWSON, MD 21286  
(Trustee)

Respondents

**MOTION FOR RELIEF FROM AUTOMATIC STAY  
AND CO-DEBTOR STAY PURSUANT TO 11 USC §1301(C)(3)**

Kathryn E. Smits, Bar #13912  
Hugh J. Green, Bar #19260  
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Leesburg, Virginia 20177  
(703) 777-7101  
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Wells Fargo Bank, N.A. by undersigned counsel, respectfully moves this Honorable Court to terminate the Automatic Stay and, as grounds therefore, states as follows:

1. This proceeding seeking relief under Section 362 of the U.S. Bankruptcy Code is a contested matter within the meaning of 9014 and 4001 of the Federal Rules of Bankruptcy Procedure, and this court has jurisdiction over this matter pursuant to 28 U.S.C. Section 157.

2. On July 22, 2016, the above named debtor, Cydney C. Piesto (“Debtor”), filed in this court a Petition under Chapter 13 of the United States Bankruptcy Code. Robert S. Thomas, II was appointed Chapter 13 Trustee.

**COUNT 1**  
**RELIEF FROM STAY**

3. On or about December 7, 2006 the Debtor executed and delivered to Wells Fargo Bank, N.A. a Note in the amount of TWO HUNDRED EIGHTY-ONE THOUSAND FIVE HUNDRED and 00/100 dollars (\$281,500.00), plus interest at the rate of 5.875% per annum, attorneys’ fees, costs and late charges to be paid over thirty (30) years. A copy of the Note is attached as Exhibit “A” and incorporated herein.

4. To secure the repayment of the sums due under the Note, the Debtor and Darryl Piesto (“Obligors”) executed and delivered to Wells Fargo Bank, N.A. a Deed of Trust dated December 7, 2006, encumbering the real property (“Property”) more particularly described in the Deed of Trust,

BEING LOT NUMBERED 7, AS SET FORTH ON A PLAT ENTITLED, “AMENDED PLAT SECTION TWO, DELFORA PROPERTY,” S.M. (68-22) AND RECORDED AMONG THE PLAT RECORDS OF BALTIMORE COUNTY IN PLAT BOOK S.M. 68,, FOLIO 67.

The improvements thereon being known as 412 Samanthas Court, Reisterstown, Maryland 21136.

Being the same property which by deed dated December 10, 2002 and recorded among the Land Records of Baltimore County, Maryland in Liber 17339, Folio 0192 was granted and conveyed by Danielle M. Keeney and Allen C. Keeney to Darryl Piesto and Cydney C. Piesto.

which has the address of 412 Samanthas Court, Reisterstown, Maryland 21136. A copy of the Deed of Trust is attached as Exhibit “B” and incorporated herein.

5. The Debtor agreed to a permanent modification of the loan described above. The loan modification is attached as Exhibit "C" and incorporated herein. The terms of the Debt Agreement were amended by a loan modification agreement entered into by and between Wells Fargo Bank, N.A. and Debtor dated February 16, 2015 (the “Loan Modification Agreement”).

6. Wells Fargo Bank, N.A. services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor(s) receive a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Wells Fargo Bank, N.A. Wells Fargo Bank, N.A., directly or through an agent, has possession of the Note. The Note is either made payable to Movant or has been duly endorsed.

7. As of December 28, 2016, the Debtor owes an unpaid principal balance of \$317,583.57 under the Note, plus additional accruing interest, late charges, attorneys’ fees and costs. A breakdown of the total amount due is as follows:

Unpaid Principal Balance	\$317,583.57
Unpaid, Accrued Interest	\$24,915.12
Uncollected Late Charges	\$138.57
Escrow Advances	\$10,132.30
Other Fees	\$15.00
Recoverable Fees	\$2,960.00
Wells Fargo Easypay	\$15.00
Total Outstanding Obligations	\$355,759.56

8. The Debtor is post-petition due for August 1, 2016, which includes the following missed payments:

Periodic Payments in Arrears	Number of Missed Payments	From	To	Payment Amount	Total Due
Post - Petition Payments	5	08/01/2016	12/01/2016	\$1,870.51	\$9,352.55
Total Payments Past Due					\$9,352.55

At the time of filing, pre-petition default total \$33,261.45

9. Attached hereto as Exhibit "D" is a payment history with respect to the obligation.
10. The Debtor is in default under the Note.
11. The scheduled value of the Property is \$289,481.90.
12. The Debtor has not and cannot offer Wells Fargo Bank, N.A. adequate protection of its interest in the Property, and Wells Fargo Bank, N.A. avers it is not adequately protected.
13. Cause exists to terminate the Automatic Stay.

**COUNT II**  
**RELIEF FROM CO-DEBTOR STAY**

14. The allegations of paragraphs 1 through 13 are incorporated by reference herein.
15. Wells Fargo Bank, N.A. will be irreparably harmed by the continuation of the Co-Debtor Stay.
16. Cause exists to terminate the Co-Debtor Stay.

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WHEREFORE, the premises considered, Wells Fargo Bank, N.A. respectfully requests that this Court enter an Order terminating the Automatic Stay and Co-Debtor Stay allowing

Wells Fargo Bank, N.A. to exercise its legal rights under applicable law as to the Property, including but not limited to foreclosure against the Property under the Deed of Trust, and for such other and further relief as this court deems just and proper.

Respectfully submitted,

/s/ Kathryn E. Smits  
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PO Box 2548  
Leesburg, Virginia 20177  
(703) 777-7101

**CERTIFICATION OF SERVICE**

I HEREBY CERTIFY that copies of the foregoing Motion for Relief from Automatic Stay and Co-Debtor Stay were mailed by first class mail, postage-paid, this 6th day of January, 2017 to the following parties:

Cydney C. Piesto  
412 Samanthas Court  
Reisterstown, MD 21136  
Debtor

Darryl Piesto  
412 Samanthas Court  
Reisterstown, MD 21136  
Co-Debtor

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